

**APPENDIX G TO DIR CONTRACT NO. DIR-SDD-2507
TECHNICAL SERVICES AGREEMENT**

This Appendix G to DIR Contract No. DIR-SDD-2507 shall be effective as of the effective date ("Effective Date") of DIR Contract No. DIR-SDD-2507 and is between Crowe Horwath LLP, an Indiana limited liability partnership with offices at 70 West Madison Street, Suite 700, Chicago, Illinois 60602 ("Crowe") and Customer.

WHEREAS, Customer desires to retain Crowe to provide certain Services defined herein; and

WHEREAS, Crowe desires to perform such Services;

THEREFORE, in consideration of the foregoing, the parties to this Technical Services Agreement (Agreement) mutually agree as set forth below.

1. Definitions.

- a. **"Agreement"** means DIR Contract No. DIR-SDD-2507 and this agreement.
- b. **"Inventions"** shall be handled in accordance with Section 8 of DIR Contract No. DIR-SDD-2507.
- c. **"Services"** means various services listed in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-SDD-2507 to be performed by Crowe as set out in a SOW provided by Crowe to Customer.
- d. **"Statement of Work"** or **"SOW"** means a detailed statement of Services, similar in form to Exhibit A of this Appendix G of DIR Contract No. DIR-SDD-2507 ("Exhibit A"), to be performed by Crowe setting forth the following: name of Customer representative to be responsible for determining the scope of the Services to be performed and responsible for reviewing, supervising, and approving Crowe's performance of Services; specific Services to be performed by Crowe; a schedule for completion of the Services; the costs to be paid by Customer in accordance with Appendix C, Pricing Index, of DIR Contract No. DIR-SDD-2507; and a list of the specific deliverables (including without limitation any written reports), if any, to be developed by Crowe and delivered to Customer ("**Deliverables**"). Either party may elect not to accept a SOW. Any process for testing or acceptance of Deliverables shall be set forth in the applicable SOW. The format set forth in Exhibit A can be modified by the parties to fit the needs of a specific project to the extent that the modification is in accordance with DIR Contract No. DIR-SDD-2507.
- e. **"Works"** means works of authorship fixed in any tangible medium of expression by Crowe or its officers, employees, agents, and sub-contractors in the course of performing Services pursuant to an SOW, including, but not limited to, notes, specifications, drawings, blueprints, flow charts, memoranda, correspondence, records, notebooks, computer programs, data bases, documentation, reports, and charts, regardless of the medium in which they are fixed, and all copies, in whole or in part, thereof. "Works" does not include any work of authorship which was fixed in a tangible medium of expression by Crowe or its officers, employees, agents and sub-contractors prior to the date of an SOW, nor does it include any modifications, changes, enhancements, conversions, upgrades or additions thereto, unless such work of authorship was fixed in a tangible medium of expression in the course of performing work or services pursuant to a prior SOW under this Agreement.

2. Statements of Work.

- a. Customer hereby engages Crowe to provide Services on a project-by-project basis as set forth in individual executed SOW's. Only SOW's executed by both parties shall be effective,

and each SOW shall represent a separate engagement. No third party or organization is intended to rely on the Services rendered by Crowe under this Agreement or under any SOW.

b. Crowe shall supply Customer with the Services as described in the SOW. Each executed SOW shall reference DIR Contract No. DIR-SDD-2507.

c. Crowe shall not perform Services until a SOW for Services is executed by the parties. Any changes that affect the Services set forth in an SOW will be documented and agreed upon in writing by the parties. Because a change could affect the cost, schedule or other terms of a SOW, the parties must approve each change in writing before implementing the change. While a change is being reviewed and until the parties approve the change in writing, the parties shall continue to proceed in accordance with the SOW and schedule then in effect. If Customer requests that Crowe re-examine work previously performed for which a Services Warranty is in effect, such re-examination shall be performed as Warranty Services.

3. Crowe's Responsibilities.

a. Crowe shall meet with the Customer Representative and assist in developing the scope of Services to be rendered under an SOW. All Services and the scope of such Services will be approved by the Customer Representative identified in the applicable SOW. Each SOW shall establish the scope and frequency of the Services to be performed. Crowe will direct, supervise, and perform the day-to-day performance of the Services, and the Customer Representative shall be responsible for reviewing and approving the scope and the results of the Services in accordance with parameters included in the SOW and in DIR Contract No. DIR-SDD-2507.

b. Crowe's technical services shall include the concepts of selective sampling and testing. Crowe's Services are not designed to detect fraud, errors, irregularities, malfeasance, or defalcation. Crowe's Services shall not guarantee that fraud, errors, irregularities, malfeasance, or defalcation will not occur and the Services shall not be expected to, or relied upon, to detect fraud, errors, irregularities, malfeasance, or defalcation that may exist. As set forth in the applicable SOW, Crowe shall provide to the Customer Representative any periodic updates regarding Services in progress and any Deliverables.

c. Nothing contained in this Agreement shall be construed as limiting, expanding, or otherwise modifying Customer's responsibility and authority for reviewing the Services and Deliverables generated by Crowe, responding to and implementing the results of any Services performed by Crowe, and for ensuring that all necessary and proper action is taken in response to the Services rendered by Crowe. Crowe shall not perform management functions, make any management or policy decisions, or act or appear to act in any capacity as a Customer employee or manager. Crowe shall not be asked to perform activities such as authorizing, executing, or consummating transactions or otherwise exercising authority on Customer's behalf.

4. Customer's Responsibilities.

a. Customer shall designate a Customer Representative that shall determine and approve the risk, scope, and frequency of Services to be performed. The Customer Representative shall coordinate, review, and approve Crowe's performance of Services. The Management Representative shall be responsible for promptly evaluating the Deliverables or the results of the Services and for reporting any issues or deficiencies to Crowe and to the appropriate level of the Customer's management. Customer shall be solely responsible for determining when, whether, and how any recommendations made by Crowe are to be implemented.

b. Customer shall provide information to Crowe in connection with this Agreement and shall represent that the information is accurate and complete in all respects, contains no omissions, and will be updated on a prompt and continuous basis. Crowe shall not assume that Customer represents that it has given all rights and authority to permit Crowe to access or use any systems or third party product during the performance of Services unless Customer specifically

identifies the system or product in writing prior to the access or use of systems or product. As between Crowe and Customer, Customer shall be responsible for the accuracy and completeness of all documentation, projections, or any other information provided to Crowe relating to Services, Deliverables or other work, and Customer agrees that Crowe may rely upon any information provided to Crowe in connection with its Services, Deliverables, or other work without independent investigation or verification.

c. Customer shall make its personnel and representatives available for Crowe as needed for the Services.

d. Crowe may periodically communicate changes in laws, rules, or regulations to Customer. However, Customer has not engaged Crowe to do so, and Crowe does not undertake an obligation to advise Customer of changes in laws, rules, regulations, and industry or market conditions.

5. Confidentiality. To the extent allowed under the Texas Public Information Act:

a. Each of the parties acknowledge that one party may possess and may continue to possess information, which has commercial value in such party's business or is not otherwise in the public domain, and any such information that is disclosed by such party (the "Disclosing Party") to the other party (the "Recipient") in connection with the performance or use of the Services is referred to as "Confidential Information." Such Confidential Information may have been discovered or developed by the Disclosing Party or provided to it by a third party, or the Disclosing Party may hold property rights in such information by assignment, license or otherwise.

b. The Receiving Party shall refrain from unauthorized disclosure of the Disclosing Party's Confidential Information, shall hold it as confidential and shall use the same level of care to prevent unauthorized disclosure to and use by third parties of the Confidential Information of the Disclosing Party as it employs to avoid unauthorized disclosure, publication, dissemination or use of its own information of a similar nature, but in no event less than a reasonable standard of care. The concept of a "reasonable standard of care" will include compliance by the Receiving Party with all laws applicable under the Texas Public Information Act to the disclosure and use of such Confidential Information in the Receiving Party's possession. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its respective agents, contractors and subcontractors involved in performing, providing and using the Services where: (i) such disclosure is reasonably necessary to perform duties hereunder; (ii) such agents, contractors and subcontractors agree in writing to observe the confidentiality and restricted use and disclosure covenants and standards of care set forth herein; and (iii) the Receiving Party assumes responsibility for the acts or omissions of the persons and entities to which the Receiving Party makes disclosures of the Confidential Information of the Disclosing Party no less than if the acts or omissions were those of the Receiving Party itself.

c. Neither Customer nor Crowe shall use the Confidential Information of the other party except (i) in the case of Crowe, in connection with the performance of the Services or as otherwise specifically permitted in this Agreement, or (ii) in the case of Customer, in connection with the use of the Services.

d. Neither the Receiving Party nor the persons and entities to which it makes authorized disclosures of the Confidential Information of the Disclosing Party shall be restricted in disclosing and using general knowledge, know-how and experience, developed, conceived or acquired by the Receiving Party, its affiliates or its agents, contractors and subcontractors in the course of the performance of this Agreement and the performance and use of the Services which are retained in the minds of its employees who have had access to the Disclosing Party's Confidential Information (without reference to any physical or electrical embodiment of such information), unless such disclosure and/or use (i) shall infringe any of the patent rights, copyrights, mask works rights or trade secrets (ii) shall constitute a violation of any applicable law, or (iii) shall

comprise any design or structural aspects, or source or object code, of any computer software which is a part of the Disclosing Party's Confidential Information.

e. Confidential Information shall not include any information the Disclosing Party can demonstrate was or is: (i) at the time of disclosure to it, in the public domain; (ii) after disclosure to it, published or otherwise becomes part of the public domain through no fault of the Receiving Party; (iii) without a breach of duty owed to the Disclosing Party, in the possession of the Receiving Party at the time of disclosure to it; (iv) received after disclosure to it from a third party who had a lawful right to and, without a breach of duty owed to the Disclosing Party, did disclose such information to it; (v) independently developed by the Receiving Party without reference to or use of the Confidential Information of the Disclosing Party; (vi) a graphical user interface or other screen display that appears on monitors and provides user/operator interfaces to the Services; or (vii) user/operator instructions for the use of the Services.

f. The Receiving Party may disclose the Disclosing Party's Confidential Information to the extent allowed under the Texas Public Information Act. The receipt of Confidential Information under this Agreement will not limit or restrict assignment or reassignment of employees of the Receiving Party within or between the Receiving Party and its affiliates.

g. The covenants of confidentiality set forth herein shall apply after the Effective Date of this Agreement to any Confidential Information disclosed to the Receiving Party before, on or after the Effective Date and will continue and must be maintained from and after the Effective Date until the sooner to occur of (i) such Confidential Information entering the public domain through no fault of Receiving Party or its representatives, or (ii) the date on which such Confidential Information is no longer required to be kept confidential by applicable law. The Receiving Party will not be responsible for the security of the Confidential Information of the Disclosing Party during transmission via public communications facilities, except to the extent that such breach of security is caused by the failure of the Receiving Party to perform its obligations under this Agreement, or results from acts or omissions in breach of this Agreement. Each party will use fax, encrypted email, and voicemail to communicate both sensitive and non-sensitive matters.

h. The Disclosing Party will use best efforts to disclose to the Receiving Party only the minimum Confidential Information necessary for the Receiving Party to provide Services.

6. Use of Subcontractors. Use of subcontractors shall be handled in accordance with Appendix A, Section 9.F of DIR Contract No. DIR-SDD-2507.

7. DISCLAIMER OF WARRANTIES.

a. CROWE MAKES NO WARRANTIES HEREIN, EXPRESS OR IMPLIED, AND CROWE SPECIFICALLY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED BY CROWE TO OR FOR CUSTOMER UNDER THIS AGREEMENT IS PROVIDED "AS IS." CROWE MAKES NO WARRANTY UNDER THIS AGREEMENT WITH RESPECT TO THIRD PARTY SOFTWARE OR HARDWARE. MANUFACTURERS OR DISTRIBUTORS OF THIRD PARTY SOFTWARE AND HARDWARE MAY PROVIDE WARRANTIES OF THEIR PRODUCTS THAT WILL EXTEND TO CUSTOMER, BUT IT IS CUSTOMER'S RESPONSIBILITY TO ACQUIRE AND IMPLEMENT SUCH WARRANTIES. TO THE EXTENT CROWE CAN DO SO, CROWE SHALL ASSIGN ANY RIGHTS IT MAY HAVE IN AND TO ANY SUCH THIRD PARTY WARRANTIES, OR ASSIST CUSTOMER IN ASSERTING ITS RIGHTS IF SUCH ASSIGNMENT IS NOT EFFECTIVE.

b. CROWE IS EXPRESSLY NOT LIABLE FOR THE FAILURE OF ANY THIRD PARTY SOFTWARE OR HARDWARE PROVIDED HEREUNDER TO FULFILL ANY OF CUSTOMER'S REQUIREMENTS. CROWE IS EXPRESSLY NOT LIABLE FOR CUSTOMER'S

DATA INTEGRITY OR FOR ANY DAMAGES THAT MAY OCCUR TO CUSTOMER'S DATA, BUSINESS, OR BUSINESS RELATIONSHIPS DUE TO MALFUNCTIONING OR UNAVAILABLE THIRD PARTY SOFTWARE OR HARDWARE, PROVIDED SUCH UNAVAILABILITY OR MALFUNCTION WAS NOT CAUSED BY THE ACTS OR OMISSIONS OF CROWE.

8. Punitive or Consequential Damages. Damages shall be handled in accordance with Appendix A, Section 9.K of DIR Contract DIR-SDD-2507.

9. Limitation of Liability. Limitation of Liability shall be handled in accordance with Appendix A, Section 9.K of DIR Contract No. DIR-SDD-2507.

10. Third Party Indemnification. Indemnification shall be handled in accordance with Appendix A, Section 9.A of DIR Contract No. DIR-SDD-2507.

11. Independent Contractor Relationship. Contractors shall be handled in accordance with Appendix A, Section 9 of DIR Contract No. DIR-SDD-2507.

12. Fees and Payment. Payments shall be handled in accordance with Appendix A, Section 7.B and Section 7.C of DIR Contract No. DIR-SDD-2507.

13. Termination. Termination shall be handled in accordance with Appendix A, Section 10.B of DIR Contract No. DIR-SDD-2507.

14. Ownership and Intellectual Property. Intellectual Property shall be handled in accordance with Section 8 of DIR Contract No. DIR-SDD-2507.

15. Publicity, Publication, and Announcements will be handled in accordance with Appendix A, Section 9.Q of DIR Contract No. DIR-SDD-2507.

16. Assignments. Assignments will be handled in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-SDD-2507.

17. Legal and Regulatory Change.

If changes in laws or regulations change Client's requirements or the scope of Crowe's Services, the parties agree to work in good faith to amend the affected SOW(s), provided that if an agreement on amendment cannot be reached within a reasonable time, the parties may terminate the affected SOW without penalty to the extent that it is in accordance with DIR Contract No. DIR-SDD-2507.

18. Crowe Affiliation.

Crowe Horwath LLP is an independent member of Crowe Horwath International, a Swiss verein. Each member firm of Crowe Horwath International is a separate and independent legal entity. Crowe Horwath LLP and its affiliates are not responsible or liable for any acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath International or any other member of Crowe Horwath International. Crowe Horwath International does not render any professional services and does not have an ownership or partnership interest in Crowe Horwath LLP. Crowe Horwath International and its other member firms are not responsible or liable for any acts or omissions of Crowe Horwath LLP, and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Horwath LLP.

19. Notices. Notices shall be handled in accordance with Appendix A, Section 11 of DIR Contract No. DIR-SDD-2507.

20. Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 10.C of DIR Contract No. DIR-SDD-2507.

21. Headings. The headings in this Agreement are for reference only and are not intended to be a part of or to affect the meaning, application or interpretation of this Agreement or any portion thereof.

22. Severability. Severability provisions shall be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2507.

23. Entire Agreement. This Agreement and DIR Contract No. DIR-SDD-2507 and any Appendices, Exhibits or Attachments to DIR Contract No. DIR-SDD-2507 constitutes the entire agreement between the parties and supersedes all previous written or oral understandings, agreements, negotiations, commitments, or any other writing or communications with respect to such subject matter.

24. Non-Reliance. Limitation of Liability will be handled in accordance with Appendix A, Section 9.K of DIR Contract No. DIR-SDD-2507.

25. Written Modifications. SOW's may not be changed or modified without written agreement by both Crowe and Customer.

26. Negotiation and Mediation. Dispute shall be handled in accordance with Appendix A, Section 10.A of DIR Contract No. DIR-SDD-2507.

27. Choice of Law. This Agreement shall be constructed under, governed by and interpreted in accordance with the laws of the State of Texas. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

28. Consent to Jurisdiction and Forum Selection. All actions or proceedings arising from or relating to this Agreement shall be handled in State Courts in Travis County, Texas.

29. In the event of a conflict in Terms between this Agreement and DIR Contract No. DIR-SDD-2507, the terms of DIR Contract No. DIR-SDD-2507 will take precedence.

Customer

Crowe Horwath LLP

Signature

Signature

Printed Name

Printed Name

Title

Title

EXHIBIT A
TO APPENDIX G OF DIR CONTRACT NO. DIR-SDD-2507
STATEMENT OF WORK (SOW)

STATEMENT OF WORK NUMBER _____

Services:

Assumptions/Customer Responsibilities:

Timeline/Schedule:

Fees and Expenses:

Deliverables:

Acceptance of Deliverables:

Upon delivery by Crowe of a Deliverable to Client in accordance with this SOW, Customer shall have five (5) business days from the date of receipt of the Deliverable to evaluate, review and test such Deliverable ("Test Period") in accordance with the specifications and test criteria set forth in the applicable SOW. In the event that Customer believes that a Deliverable does not conform to the specifications or the test criteria set forth in this SOW, then Customer shall notify Crowe in writing within the Test Period setting forth the reason or reasons why Customer believes that such Deliverable does not conform. Customer shall identify all non-conformities within a single written notice of rejection unless a non-conformity prevents Customer from evaluating or testing certain portions of a Deliverable. Customer may reject a Deliverable only for its material failure to conform to either the specifications or test criteria set forth in this SOW. If Crowe has not received a written notice of rejection of a Deliverable within the Test Period, then Customer shall sign a written notice that identifies the Deliverable to be accepted by Customer. If Customer delivers to Crowe written notice of rejection of a Deliverable within the Test Period, then Crowe shall have thirty (30) days from the date of receipt of a written

notice of rejection either (i) to correct the non-conformities that Customer identifies in the written notice or (ii) to develop a plan mutually agreeable to Customer and Crowe to correct the non-conformities that Customer identified in the written notice within a period of time agreed to by the parties in the plan; but in no event will this be for a period of time less than thirty days. Upon correction, Crowe will resubmit the corrected Deliverable to Customer for evaluation, review, and testing and the procedure set forth above shall be repeated. Such procedure shall continue until the earlier of (i) the expiration of the Test Period without delivery of a written notice of rejection by Customer, or (ii) the date written notice of ACCEPTANCE is delivered to Crowe by Customer ("Date of Acceptance"). When Customer has signed for the Deliverable as ACCEPTED and into any production or business use, then such Deliverable shall be deemed to be ACCEPTED by Customer. For a period of 90 days after the Date of Acceptance of a Deliverable as above, Crowe warrants that such Deliverable will conform to the specifications set forth in this Statement of Work (SOW) provided that Customer notifies Crowe in writing of a nonconformity within such Warranty Period.

Customer

Crowe Horwath LLP

Signature

Signature

Printed Name

Printed Name

Title

Title